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(1912-1975)

FRED J COPLIN  
(1924-1974)

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AREA CODE 606

17233  
RECORDATION NO. 17233  
FILED 1423

1-053A035 FEB 22 1991 -2 53 PM  
INTERSTATE COMMERCE COMMISSION

February 19, 1991

FEB 22 2 49 PM '91  
NOTOR. EXTING. UNIT

Sidney L. Strickland, Jr., Secretary  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, DC 20423

Re: Document For Recordation - Security Agreement

Dear Secretary Strickland:

This will advise that, as attorney for Central Bank & Trust Co., I have enclosed an original and one copy/counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Security Agreement, a primary document, dated February 19, 1991.

The names and addresses of the parties to said document are as follows:

Assignor: R. J. Corman Railroad Company/  
Memphis Line  
P.O. Box 788  
Jessamine Station Pike  
Nicholasville, KY 40356

Assignee: Central Bank & Trust Co.  
300 West Vine Street  
Lexington, KY 40507

The equipment covered by the Security Agreement consists of 1967 Diesel Locomotive manufactured by Electromotive Division of General Motors, Model No. GP-9, Horsepower 1750, propelled by Diesel Electric, Serial No. 5568-20, Road No. RJCM 9009 and 1968 Diesel Locomotive manufactured by Electro-Motive Division of General Motors, Model No. GP-9, Horsepower 1750, propelled by Diesel Electric, Serial No. 5519-13, Road No. RJCM 9010.

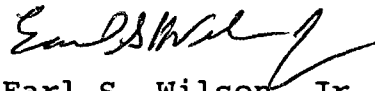
Mr. Sidney L. Strickland, Jr.  
February 19, 1991  
Page 2

A fee of \$15.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to Hon. Earl S. Wilson, Jr., Kincaid, Wilson, Schaeffer, Hembree, Van Inwegen & Kinser, P.S.C., Suite 650, Kincaid Towers, Lexington, Kentucky 40507, (606) 253-6411.

A short summary of the document to appear in the index follows: Security Agreement between R. J. Corman Railroad Company/Memphis Line, P.O. Box 788, Jessamine Station Pike, Nicholasville, Kentucky 40356, Assignor, and Central Bank & Trust Co., 300 West Vine Street, Lexington, Kentucky 40507, Assignee, dated February 19, 1991, and covering the above-referenced diesel locomotives.

Should you need additional information or if you deem this filing deficient in any way, please contact me immediately.

Sincerely,



Earl S. Wilson, Jr.  
Attorney for Central Bank  
& Trust Co.

ESWjr/sks

Enclosures

b:\strickland.ltr

Interstate Commerce Commission  
Washington, D.C. 20423

3/1/91

OFFICE OF THE SECRETARY

Earl S. Wilson

Kincaid, Wilson, Schaeffer, Hembree &

Van, Irwegen, & Kinser

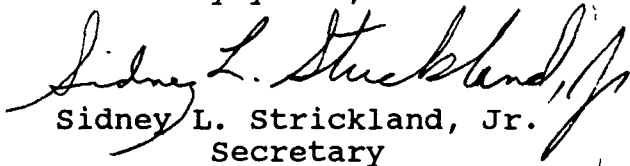
Suite 650 Kincaid Tower

Lexington, KY. 40507

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/22/91 at 2:55pm, and assigned recordation number(s). 17233

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

17233

RECORDED BY \_\_\_\_\_ FILED BY \_\_\_\_\_

FEB 22 1991 2 55 PM

## SECURITY AGREEMENT

INTERSTATE COMMERCE COMMISSION

February 19, 1991

R. J. Corman Railroad Company/Memphis Line, P.O. Box 788, Jessamine Station Pike, Nicholasville, Jessamine County, Kentucky, (hereinafter called "Debtor"), for valuable consideration, receipt whereof is hereby acknowledged, hereby grants to Central Bank & Trust Co., 300 West Vine Street, Lexington, Fayette County, Kentucky (hereinafter called "Secured Party") a security interest in the following property and any and all additions, accessions and substitutions thereto or therefor and all similar after acquired property (hereinafter called the "Collateral").

1967 Diesel Locomotive manufactured by Electromotive Division of General Motors, Model No. GP-9, Horsepower 1750, propelled by Diesel Electric, Serial No. 5568-20, Road No. RJCM 9009 and 1968 Diesel Locomotive manufactured by Electro-Motive Division of General Motors, Model No. GP-9, Horsepower 1750, propelled by Diesel Electric, Serial No. 5519-13, Road No. RJCM 9010.

Debtor agrees that the security interest herein granted to the Secured Party shall be in and extend to all of the herein described property owned by Debtor and any and all proceeds thereof, whether cash or non-cash, so long as and during such times when the debt secured hereby (and the notes evidencing such debt) remains unpaid, whether such property or proceeds are acquired by Debtor prior to, contemporaneously with or subsequent to the date of this agreement.

The security interest is to secure the payment of \$125,000.00 as provided in the note or notes of Debtor of even date herewith and also any and all other liabilities of Debtor to Secured Party, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising (all hereinafter called the "Obligations").

Debtor hereby warrants and covenants -

1. That except for the security interest granted hereby Debtor is, or to the extent that this agreement states that the Collateral is to be acquired after the date hereof, will be, the owner of the Collateral free from any adverse lien, security interest or encumbrance; and that Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein;

2. That the Collateral is bought or used primarily for

- ☐ Personal, family or household purposes
- ☐ Farming operations use
- ☒ Business use

and if checked here ☐, is being acquired with the proceeds of note or notes, which Secured Party may disburse directly to the seller of the Collateral;

3. That if the Collateral has been attached to or is to be attached to real estate, a description of the real estate is as follows: \_\_\_\_\_

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and the name of the record owner is \_\_\_\_\_;  
and that if the Collateral is attached to real estate prior to the perfection of the security interest granted hereby, Debtor will on demand of Secured Party furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate, or any interest in the Collateral which is prior to Secured Party's interest;

4. That no Financing Statement covering any Collateral or any proceeds thereof is on file in any public office and that at the request of Secured Party, Debtor will join with Secured Party in executing one or more Financing Statements pursuant to the Uniform Commercial Code in form satisfactory to Secured Party and will pay the cost of filing the same in all public offices wherever filing is deemed by Secured Party to be necessary or desirable;

5. That Debtor will not sell or offer to sell or otherwise transfer the Collateral or any interest therein without the written consent of Secured Party;

6. That Debtor will have and maintain insurance at all times with respect to all Collateral against risks of fire (including so-called extended coverage), theft, and other risks as Secured Party may require and, in the case of motor vehicles, collision, containing such terms, in such form, for such periods

and written by such companies as may be satisfactory to Secured Party such insurance to be payable to Secured Party and Debtor as their interests may appear; that all policies of insurance shall provide for ten days' written minimum cancellation notice to Secured Party and at request of Secured Party shall be delivered to and held by it; and that Secured Party may act as attorney for Debtor in obtaining, adjusting, settling and cancelling such insurance and endorsing any drafts;

7. That Debtor will keep the Collateral free from any adverse lien, security interest or encumbrance and in good order and repair and will not waste or destroy the Collateral or any part thereof; that Debtor will not use the Collateral in violation of any statute or ordinance; and that Secured Party may examine and inspect the Collateral at any time, wherever located;

8. That Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this agreement or upon any notes evidencing the Obligations.

At its option, Secured Party may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral, and may pay for the maintenance and preservation of the Collateral. Debtor agrees to reimburse Secured Party on demand for any payment made, or any expense, incurred by Secured Party pursuant to the foregoing authorization.

Until default Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon.

Debtor shall be in default under this agreement upon the happening of any of the following events or conditions:

(a) default in the payment or performance of any obligation, covenant or liability contained or referred to herein or in any note evidencing the same;

(b) any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made or furnished;

(c) any event which results in the acceleration of the maturity of the indebtedness of Debtor to others under any indenture, agreement or undertaking;

(d) loss, theft, damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon;

(e) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Debtor or any guarantor or surety for Debtor.

Upon such default and at any time thereafter Secured Party may declare all Obligations secured hereby immediately due and



payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown at the beginning of this agreement at least five (or whatever figure is deemed reasonable) days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling, or the like shall include Secured Party's reasonable attorneys' fees and legal expenses.

No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion.

All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; all other obligations of Debtor shall bind his heirs, executors or administrators or his or its successors or assigns. If there be more than one Debtor, their obligations hereunder shall be joint and several.

This agreement shall become effective when it is signed by Debtor.

Signed in duplicate originals and delivered on the day and  
year first above written.

R. J. CORMAN RAILROAD COMPANY/  
MEMPHIS LINE

By: Robyn Corman  
Robyn Corman, Secretary

STATE OF KENTUCKY

COUNTY OF Fayette SS

I, Allen J. Barrant, a Notary Public  
in and for the County and State aforesaid, do hereby certify that  
the foregoing Security Agreement from R. J. Corman Railroad  
Company/Memphis Line to Central Bank & Trust Co. was, on the 19<sup>th</sup>  
day of February, 1991, produced to me in my office  
and acknowledged before me by Robyn Corman, Secretary of R. J.  
Corman Railroad Company/Memphis Line. June 19, 1992

My Commission Expires: Allen J. Barrant.

Allen J. Barrant  
NOTARY PUBLIC, KENTUCKY

sks\b\corman.sec

CERTIFICATION

STATE OF KENTUCKY )  
COUNTY OF FAYETTE )

This will certify that I have compared the foregoing copy of the Security Agreement with the original Security Agreement and I have found said copy to be complete and identical in all respects to said original document.

My Commission Expires: 12-18-93.

Cathy R. Williamson  
NOTARY PUBLIC, KENTUCKY

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